



JACKIE LACEY  
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER  
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

September 16, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY TO COMPLETE THE APPLICATION PROCESS FOR  
GRANT FUNDS FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (Cal OES) FOR  
THE VICTIM-WITNESS ASSISTANCE PROGRAM (VWAP) FOR FISCAL YEAR (FY)2014-15 (ALL  
DISTRICTS)  
(3-VOTES)**

**SUBJECT**

This Board Letter requests authority for the District Attorney's Office to complete the grant application process for continued grant funding for VWAP in FY 2014-15. Applicants are required to submit the necessary assurances and documentation with their grant application. Therefore, we are requesting the Chairman to sign the attached Certification of Assurance of Compliance Form as required by the grantor.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles, to complete the grant application process with Cal OES for grant funds for the period of July 1, 2014 to June 30, 2015, in the amount of \$3,973,333 (includes VOCA federal funds of \$2,132,996); and to request approval to extend the current Agreement (copy attached) with the Los Angeles City Attorney's Office (City) to participate in the VWAP. The DA will receive \$2,980,000 and the City will receive \$993,333 as a subgrantee. There is no required match for this grant.
2. Request the Chairman of the Board to sign and affix a wet signature to the attached Certification of Assurance of Compliance Form required to complete the grant application.

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

37 September 16, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

3. Delegate authority to the DA or her designee, upon award of grant funding by Cal OES, to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve any subsequent amendments, modifications, and/or extensions to the Cal OES grant documents that do not increase the Net County Cost of the program.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to continue VWAP's commitment to assist victims of crime by alleviating trauma and the devastating effects of crime on the lives of victims and their families.

On June 12, 2014, Cal OES released a Request for Application (RFA) for the VWAP in FY 2014-15. The DA's VWAP is the major service provider for crime victims and witnesses in Los Angeles County and meets the eligibility requirements to apply for continuation funding. A funding chart included in the RFA designated \$3,973,333 to Los Angeles County. As part of the application process, applicants are required to complete a Certification of Assurance of Compliance form which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program (EEOP), Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/ Governing Board, and the special conditions under the Victims of Crime Act (VOCA).

Board authorization to complete the grant application process and to accept FY 2014-15 grant funds is requested in order to comply with County and Cal OES requirements.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the Los Angeles County's Strategic Plan Goal No. 1, Operational Effectiveness: maximize the effectiveness of the process, structure, operations to support timely delivery of customer-oriented and efficient public services; and Goal No. 3, Integrated Services Delivery: maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

### **FISCAL IMPACT/FINANCING**

The DA's application requests grant funding in the amount of \$3,973,333 for the period of July 1, 2014 to June 30, 2015. Of this amount, the DA will receive \$2,980,000 and the City will receive \$993,333, or 25% of the total grant award. The estimated project cost for the VWAP Program is \$3,973,333. There is no Net County Cost. Funding is included in the DA's Budget for FY 2014-15.

If funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant budgeted positions. Payments by the County to the City, as a subgrantee, are contingent on the availability of State funding. If the County does not

receive the full amount from the State, the City has acknowledged that its portion of the grant will be reduced in an amount solely to be determined by the County.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Penal Code §13835.2, VWAP has been the major provider of comprehensive services to victims of crime since 1977. VWAP was established to implement a decentralized, prosecution-based victim assistance program to provide mandatory and optional victim services throughout Los Angeles County.

VWAP is structured to meet the needs of victims and witnesses as they enter the criminal justice system, to help stabilize them emotionally and financially, so that trauma can be minimized. As mandated by statute, Victim Services Representatives (VSRs) provide direct services to victims of all types of crimes. They also assist a large number of victims living in poverty who have immediate needs for intensive assistance, including basic subsistence, witness protection and relocation. The growing number of people living in poverty in Los Angeles County, particularly children and elders, contributes to the increased demand for victim services. Additionally, the high number of violent crimes in Los Angeles County creates a crucial need for specialized victim advocacy services including assistance to the families of homicide victims, victims of gang-related crimes, and child victims.

Currently, the DA's VWAP provides victim services at 25 victim service centers, and the City Attorney's Victim Assistance Program operates another ten victim service centers.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

### **CONCLUSION**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and two Cal OES Certification of Assurance of Compliance Forms, with a wet (original) signature, to Nika Thu, Grants Unit, District Attorney's Office, 201 N. Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Ms. Thu at (213) 202-7654.

The Honorable Board of Supervisors

9/16/2014

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Respectfully submitted,

A handwritten signature in black ink, reading "Jackie Lacey". The signature is fluid and cursive, with the first name "Jackie" and last name "Lacey" clearly distinguishable.

JACKIE LACEY

District Attorney

VS

Enclosures

c: Executive Officer, Board of Supervisors  
Chief Executive Officer  
County Counsel



## **CERTIFICATION OF ASSURANCE OF COMPLIANCE**

### **Victims of Crime Act (VOCA) Fund**

The applicant must complete a Certification of Assurance of Compliance-VOCA (Cal OES 2-104f), which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program (EEO), Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, and the special conditions under the Victims of Crime Act (VOCA). The applicant is required to submit the necessary assurances and documentation before finalization of the Grant Award Agreement. In signing the Grant Award Face Sheet, the applicant formally notifies Cal OES that the applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal OES has incorporated the resolution into the Certification of Assurance of Compliance, Section VII, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the agreement is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

**CERTIFICATION OF ASSURANCE OF COMPLIANCE**  
**Victims of Crime Act (VOCA) Fund**

I, JACKIE LACEY hereby certify that  
(official authorized to sign grant award; same person as Section 14 on Grant Award Face Sheet)

RECIPIENT: COUNTY OF LOS ANGELES

IMPLEMENTING AGENCY: DISTRICT ATTORNEY

PROJECT TITLE: UNSERVED/UNDERSERVED VICTIM ADVOCACY & OUTREACH PROGRAM

is responsible for reviewing the *Grant Recipient Handbook* and adhering to all of the Grant Award Agreement requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

**I. Federal Grant Funds**

Recipients expending \$500,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Circular A-133 and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Recipient Handbook for more detail.

- ☒ The above named recipient receives \$500,000 or more in federal grant funds annually.
- ☐ The above named recipient does not receive \$500,000 or more in federal grant funds annually.

**II. Equal Employment Opportunity – (*Recipient Handbook Section 2151*)**

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: JULIE DIXON SILVA

Title: CHIEF, EMPLOYEE RELATIONS DIVISION

Address: 201 N. FIGUEROA ST., SUITE 1455, LOS ANGELES, CA 90012

Phone: (213) 202-7705

Email: jdsilva@da.lacounty.gov

### **III. Drug-Free Workplace Act of 1990 – (*Recipient Handbook, Section 2152*)**

The State of California requires that every person or organization awarded a grant or contract shall certify it will provide a drug-free workplace.

### **IV. California Environmental Quality Act (CEQA) – (*Recipient Handbook, Section 2153*)**

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

### **V. Lobbying – (*Recipient Handbook Section 2154*)**

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

### **VI. Debarment and Suspension – (*Recipient Handbook Section 2155*)**

*(This applies to federally funded grants only.)*

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

### **VII. Proof of Authority from City Council/Governing Board**

The above-named organization (applicant) accepts responsibility for and will comply with the requirement to obtain written authorization from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

### **VIII. Special Condition for Grant Awards with Victims of Crime Act (VOCA) Fund**

- The grant recipient agrees to administer the grant in accordance with the VOCA, the VOCA Program Guidelines, and the Office of Justice Programs Financial Guide.



All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Recipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

### CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Award Agreement [Section 14 on Grant Award Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: 

Authorized Official's Typed Name: JACKIE LACEY

Authorized Official's Title: DISTRICT ATTORNEY

Date Executed: 7/3/14

Federal Employer ID #: 95-6000927 Federal DUNS # 781310990

Current Central Contractor Registration Expiration Date: 03/04/15

Executed in the City/County of: LOS ANGELES

### AUTHORIZED BY: *(not applicable to State agencies)*

- |   |   |
|---|---|
| <input type="checkbox"/> City Financial Officer           | <input type="checkbox"/> County Financial Officer |
| <input type="checkbox"/> City Manager                     | <input type="checkbox"/> County Manager           |
| <input checked="" type="checkbox"/> Governing Board Chair |   |

Signature: 

Typed Name: DON KNABE

Title: CHAIRMAN, BOARD OF SUPERVISORS

**COUNTY OF LOS ANGELES**  
**STATE OF CALIFORNIA**  
**AGREEMENT FOR THE VICTIM-WITNESS**  
**ASSISTANCE PROGRAM**

\_\_\_\_\_  
**THIS AGREEMENT**, is made and entered into this 1st day of July, 2014, in the City of Los Angeles, California, by and between the **COUNTY** of Los Angeles, a county and political subdivision of the State of California (herein after referred to as the **COUNTY**), and the **CITY OF LOS ANGELES**, a chartered municipality organized under the laws of the State of California (hereinafter referred to as the **CITY**), and both of whom collectively are referred to as the **PARTIES**;

**WHEREAS**, the **COUNTY**, pursuant to Penal Code Section 13835, et seq., has designated its Office of the District Attorney through its Victim-Witness Assistance Program as a major provider of comprehensive services to victims and witnesses of all types of crimes; and

**WHEREAS**, the State of California Governor's Office of Emergency Services (hereinafter referred to as Cal OES) has awarded the **COUNTY** funds in the amount of \$3,973,333 to provide victim-witness services, of which \$2,980,000 will be utilized by the **COUNTY** and the remaining portion of \$993,333 will be allocated to the City Attorney, as a sub-grantee, for Fiscal Year 2014-15 beginning July 1, 2014 and ending June 30, 2015; and;

**WHEREAS**, Cal OES has established Program guidelines which provide that there will be only one Program provider in each county; and

**WHEREAS**, the **CITY** desires to participate in such a program for the prosecution of misdemeanor cases within its jurisdictional boundaries and to provide program services at the Central Office of the City Attorney, Van Nuys City Hall, and at

1 the following Los Angeles Police Stations: Harbor, Hollenbeck, Newton, Northeast,  
2 North Hollywood, Olympic, Wilshire, and 77<sup>th</sup> Street Divisions, and

3 **WHEREAS**, the **CITY** has the capability of providing such services; and  
4 the **COUNTY** desires for the **CITY** to provide such services;

5 **NOW, THEREFORE**, in consideration of the mutual covenants as herein  
6 set forth and the mutual benefits to be derived therefrom, the **PARTIES** agree as  
7 follows:

8 **1. SCOPE OF SERVICES:**

9 The **CITY** shall provide services that are primary to the maintenance of a  
10 comprehensive center responsive to the basic needs of victims and witnesses. As  
11 required by Penal Code Section 13835.4, the **CITY** shall carry out all of the following  
12 activities in delivering services:

- 13 • Services to victims and witnesses of all types of crimes and  
14 survivors of homicide victims;
- 15 • Translation for non-English speaking victims and witnesses;
- 16 • Follow-up contact with clients;
- 17 • Field visits whenever necessary to provide services;
- 18 • Volunteer participation to encourage community involvement;
- 19 • Special services specific to the needs of the hearing impaired;
- 20 • Special services specific to the needs of the disabled; and
- 21 • Services appropriate to the special needs of elderly victims.

22 The **CITY** shall provide the following two categories of victim/witness  
23 services: mandatory and optional services:

24 **A. Mandatory Services:**

- 25 • crisis intervention
- 26 • emergency assistance

- resource and referral assistance
- direct counseling
- assistance with victim of crime claims
- property return
- orientation to the criminal justice system
- court escort/court support
- presentations and training for criminal justice agencies and victim service organizations
- public presentations and publicity
- case disposition/case status
- notification of friends and relatives
- employer notification
- restitution assistance

B. **Optional Services** (These services are included to allow centers the latitude to develop services responsive to local needs):

- employer intervention
- creditor intervention
- child care assistance
- witness protection
- temporary restraining order assistance
- transportation assistance
- court waiting area
- funeral arrangements
- crime prevention information

## 2. **TIME AND PERFORMANCE:**

Said services of the **CITY** are to, and the **CITY** certifies did, commence on

July 1, 2014 and shall terminate on June 30, 2015. The **COUNTY** and the **CITY** can automatically renew this Agreement in writing for one successive one-year period contingent upon the **COUNTY** receiving sufficient grant funds from Cal OES.

**3. COMPENSATION:**

In consideration of the services provided under this Agreement, the **COUNTY** shall allocate to the **CITY**, as a sub-grantee, an amount not to exceed \$993,333 for Fiscal Year (FY) 2014-15.

Payments shall constitute full and complete compensation for the **CITY's** services under this Agreement. The **COUNTY** will pay the **CITY** from the funds the **COUNTY** receives from Cal OES. Any such payments shall be contingent upon the availability of Cal OES funds and shall not be charged upon any other **COUNTY** funds.

**4. ADMINISTRATION OF AGREEMENT:**

A. The District Attorney of the County of Los Angeles, or her designated representative, is designated as the **COUNTY's** Project Director, who shall have full authority to act for the **COUNTY** in the administration of this Agreement consistent with the provisions contained herein.

B. The City Attorney of Los Angeles, or his designated representative, is designated as the **CITY's** Project Director, who shall have full authority to act for the **CITY** in the administration of this Agreement consistent with the provisions contained herein.

C. The **COUNTY's** Victim-Witness Assistance Program and the **CITY's** Victim Assistance Program will closely coordinate services and will adhere to all provisions of the Agreement set forth in the grant proposal. Should either of the **PARTIES** become aware of issues of mutual concern or conflicts, the **PARTIES** agree to meet and confer to determine the best possible resolution in the interests of the client population the programs serve.

1 **5. COMPLIANCE WITH LAWS & DIRECTIVES:**

2 All **PARTIES** agree to be bound by all applicable Federal, State and local  
3 laws, ordinances, regulations and directives as they pertain to the performance of this  
4 Agreement. All **PARTIES** agree to comply with the guidelines set forth in the 2014 Cal  
5 OES Recipient Handbook, which can be found at [http://www.caloes.ca.gov/PublicSafetyand](http://www.caloes.ca.gov/PublicSafetyandVictimServices/Pages/Forms,-Handbooks,-Reports.aspx)  
6 [Victim Services/Pages/Forms,-Handbooks,-Reports.aspx](http://www.caloes.ca.gov/PublicSafetyandVictimServices/Pages/Forms,-Handbooks,-Reports.aspx) and which is incorporated herein to this  
7 Agreement.

8 **6. DISCRIMINATION:**

9 No person shall, on the grounds of race, sex, creed, color or natural origin,  
10 be excluded from participation in, or be refused the benefits of, any activities, programs  
11 or employment supported by this Agreement.

12 **7. ACCOUNTING:**

13 The **CITY** must establish and maintain on a current basis an adequate  
14 accounting system in accordance with the U.S. General Accounting Office Standards for  
15 audit of governmental organizations, programs, activities and functions issued by the  
16 U.S. General Accounting Office.

17 **8. CHANGES IN AGREEMENT AMOUNT:**

18 The **COUNTY** reserves the right to reduce the Agreement amount when  
19 the **COUNTY's** fiscal monitoring indicates that the **CITY's** rate of expenditure will result  
20 in unspent funds at the end of the program year. Changes in this Agreement amount  
21 will be made after consultation with the **CITY**. Such changes shall be effective upon  
22 written notice to the **CITY** and the **COUNTY** Project Directors.

23 **9. AUDIT PROVISIONS:**

24 The **CITY** shall comply with the Cal OES Recipient Handbook, Section  
25 8151 (b), in securing a financial audit. The **CITY** may budget up to 1.5 percent (1.5%)  
26 of the total grant award for the financial audit cost. The **CITY** shall make available to

1 the **COUNTY**, the Controller of the State of California, Cal OES and their authorized  
2 representatives for purposes of inspection and audit, any and all of its books, papers,  
3 documents, financial and other records pertaining to the operation of this Agreement.  
4 The aforesaid records shall be available for inspection and audit during regular business  
5 hours throughout the term of this Agreement, and for a period of five (5) years after the  
6 expiration of the term of this Agreement.

7 **11. PROGRAM EVALUATION AND INSPECTION:**

8 The **CITY** shall permit the **COUNTY**, and authorized representatives of  
9 Cal OES, to inspect and review its facilities and program operations intermittently upon  
10 request by the **COUNTY** and Cal OES. Said representatives may monitor the  
11 operations of this Agreement to ensure compliance with all applicable laws and  
12 regulations. In the event that any such inspection reveals violation of any provision of  
13 this Agreement and the **CITY** fails to correct any such violation to the satisfaction of the  
14 **COUNTY** within a reasonable time, not to exceed ten (10) days, the **COUNTY** may  
15 unilaterally terminate this Agreement by giving the **CITY** ten (10) days written notice of  
16 such termination.

17 **12. AUDIT EXCEPTIONS BY COUNTY AND STATE AGENCIES:**

18 The **CITY** agrees that in the event the program established hereunder is  
19 subjected to audit exceptions by appropriate **COUNTY**, State or Federal audit agencies,  
20 the **CITY** shall be responsible for complying with such exceptions and paying the  
21 **COUNTY** the full amount of the liability incurred by the **COUNTY** to Cal OES from such  
22 audit exceptions.

23 ///

24 ///

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1 **13. TERMINATION AND TERMINATION COSTS:**

2 This Agreement may be terminated at any time by either party upon giving  
3 thirty (30) days written notice to the other party. The **COUNTY** may immediately  
4 terminate this Agreement upon the termination, suspension, discontinuation or  
5 substantial reduction in Cal OES funding for the Agreement activity. In such event, the  
6 **CITY** shall be compensated for all services rendered and all associated costs incurred  
7 in accordance with the terms of this Agreement that have not been previously  
8 reimbursed, to the date of said termination to the extent Cal OES funds are available.  
9 All remaining funds not compensated to the **CITY** by termination of this Agreement will  
10 revert back to the **COUNTY**. Payment shall be made only upon filing with the **COUNTY**,  
11 by the **CITY**, of vouchers evidencing the time expended and said cost incurred. Said  
12 vouchers must be filed with the **COUNTY** within thirty (30) days of the date of said  
13 termination.

14 **14. INDEPENDENT STATUS:**

15 Both parties hereto in the performance of this Agreement will be acting in  
16 an independent capacity and not as agents, employees, partners, joint venturers or  
17 associates of one another. The employees or agent of one party shall not be deemed  
18 or construed to be the agent or employees of the other party for any purpose  
19 whatsoever.

20 **15. ASSIGNMENT:**

21 No performance of this Agreement or any section thereof may be  
22 assigned or subcontracted by the **CITY** without the express written consent of the  
23 **COUNTY** and any attempt by the **CITY** to assign or subcontract any performance of the  
24 terms of this Agreement shall be null and void and shall constitute a material breach of  
25 this Agreement.

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1 **16. HOLD HARMLESS:**

2 A. Neither the **COUNTY** nor any officer or employee thereof shall be  
3 responsible for any damages or liability occurring by reason of anything done or omitted  
4 to be done by the **CITY**, or in connection with any authority or jurisdiction delegated to  
5 the **CITY** under this Agreement. It is understood and agreed that, pursuant to  
6 Government Code Section 895.4, the **CITY** shall fully indemnify and hold the **COUNTY**,  
7 its officers and employees, harmless from any liability occurring by reason of anything  
8 done or omitted to be done by the **CITY** or any officer or employee thereof under or in  
9 connection with any authority or jurisdiction delegated to the **CITY** under this  
10 Agreement.

11 B. Neither the **CITY**, nor any officer or employee thereof shall be responsible  
12 for any damage or liability occurring by reason of anything done or omitted to be done  
13 by the **COUNTY** under this Agreement. It is understood and agreed that pursuant to  
14 Government Code Section 895.4, the **COUNTY** shall indemnify and hold the **CITY**, its  
15 officers and employees, harmless from any liability imposed by reason of anything done  
16 or omitted to be done by the **COUNTY**, or any officer or employee thereof, under or in  
17 connection with any authority or jurisdiction delegated to the **COUNTY** under this  
18 Agreement.

19 **17. MONITORING:**

20 The **COUNTY** shall have the authority to cause regular monitoring of this  
21 Agreement to verify that the **CITY** is operating in accordance with the grant award and  
22 the services to be performed thereto.

23 **18. NOTICES:**

24 Notices and other correspondence shall be sent to the **COUNTY** as  
25 follows:

26 ///

**JACKIE LACEY**  
District Attorney  
County of Los Angeles  
210 West Temple Street, Suite 18-709  
Los Angeles, CA 90012

Notices and other correspondence shall be sent to the **CITY** as follows:

**MICHAEL N. FEUER**  
City Attorney  
City of Los Angeles  
800 City Hall East  
200 North Main Street, 8<sup>th</sup> Floor  
Los Angeles, CA 90012

**19. WAIVER:**

No waiver by the **COUNTY** of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the **COUNTY** to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**20. ALTERATION OF TERMS:**

This writing fully expresses all understandings between the **PARTIES** concerning the matters covered herein and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the **PARTIES**, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement formally approved and executed by both **PARTIES**.

**21. GOVERNING LAW, JURISDICTION AND VENUE:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The **PARTIES** agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

1 Agreement and further agree and consent that venue of any action brought hereunder  
2 shall be exclusively in the County of Los Angeles.

3 **IN WITNESS WHEREOF**, the **COUNTY** and the **CITY** of Los Angeles  
4 enter into this Agreement for the Victim-Witness Assistance Program, to be signed by  
5 its duly authorized officers, as of the date set forth below.

6 County of Los Angeles

7  
8 By \_\_\_\_\_  
Jackie Lacey, District Attorney

9  
10 Date: \_\_\_\_\_

11  
12 APPROVED AS TO FORM BY  
13 ACTING COUNTY COUNSEL:

14 RICHARD D. WEISS

City of Los Angeles

15 By \_\_\_\_\_  
16 Joseph Langton  
17 Principal Deputy County Counsel

By \_\_\_\_\_  
Michael N. Feuer, City Attorney

18 Date: \_\_\_\_\_  
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